

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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3801 BEACH CHANNEL, INC. and  
YEVGENIY YEZERSKIY,

Docket Number: **cv-05-207**

Plaintiffs,

-against-

YAKOV SHVARTZMAN, et. al.

Defendants.

**AFFIDAVIT OF ATTORNEY ON  
BEHALF OF ALL PLAINTIFFS  
REGARDING COSTS OF  
COMPLIANCE WITH ORDER  
OF DECEMBER 22, 2007 AND  
ORDER OF MAY 13, 2008.**

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VAL KLEYMAN, an attorney duly licensed to practice law in the UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK hereby affirms the following to be true under the penalties of perjury,

1. I am a principle of the law firm of Kleyman & Associates, P.C., attorneys for all of the above-captioned Plaintiffs. As such, I am fully familiar with the facts and circumstances of this matter.
2. This affirmation comes in support of the Motion by Plaintiffs pursuant to the Court order entered on June 5, 2008, by Judge James Orenstein.
3. As per the above stated Court Order, I was directed to set forth in this Affidavit and supporting exhibits all costs of the Plaintiffs' efforts to date to secure the Defendants' compliance with the Court Order of December 22, 2006, and Court Order of May 13, 2008 from the Court of Appeals.
4. I have been admitted to practice law in January of 2004. Prior to my admission I have gained vast experience in civil litigation by working closely with a prominent attorney with specialization in federal litigation. Following my admission, I was a partner in the law firm of Treyvus Konoski & Kleyman, P.C.

until April 2006, when I found my own practice. I am one of the very few attorneys in the Russian community that specializes and accepts litigation matters in federal court. I am a frequent speaker and commentator in various sources of media inside and outside of the Russian community.

5. Upon initial review and estimation of the complexity of this matter, I determined that extensive discovery, research, and consultations with other specialists in similar matters will be necessary to provide my client with competent legal representation.
6. Accordingly, due to the extensive time commitment required, this firm accepted representation of Plaintiffs in this matter on hourly basis with an hourly rate of \$400.00 per hour as set forth in the "Attorney Client Fee Contract" retainer attached hereto as Exhibit "A".
7. The Plaintiffs tendered an original retainer in the amount of \$20,000.00 Dollars to cover 50 hours of anticipated legal work required to cover the initial steps of the litigation.
8. Your Affirmant reasonably anticipated that completion of written discovery will be well within this initial allocated time interval and retainer.
9. As set forth in the Billing Summary for this matter attached as Exhibit "B", the total time spent on this matter to date is about 98.55 hours. Your Affirmant was solely responsible for any and all time spent on this matter.
10. Upon a thorough review of the time billed and description of tasks performed, Your Affirmant estimates that 26.75 hours (\$10,700.00 Dollars) were related to discovery issues and obtaining compliance with the Court Order of December

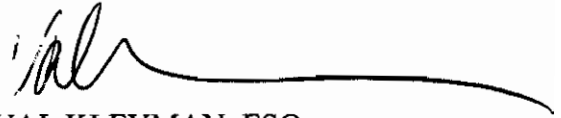
22, 2007. This calculation is based on addition of time spent on all tasks related to discovery process including but not limited to review and draft of various documents pertaining to discovery, court appearances involving discovery issues, and client consultations pertaining to compliance with the Court Order spanning from December 22, 2007 until October 11, 2007. Excluded from this calculation were any and charges and time spent on tasks that were not directly related to discovery issues. An offer was made to Defendants' counsel to settle these sanctions for \$10,000.00 in a prior submitted Affirmation in October of 2007, but was rejected.

11. Following the filing of Notice of Appeal by Defendants' attorney on October 26, 2007, I spent additional 25.25 hours or \$10,100.00 opposing said appeal on the grounds of the appeal being frivolous. The Court of Appeals upheld my position and ordered sanctions against Defendants' attorney.
12. Plaintiffs' original retainer paid has long been exhausted due to the frivolous actions of Defendants and their counsel. Plaintiffs are currently destitute and are unable to pay the amount due to this firm and to compensate for the further necessary legal work in this matter.
13. Accordingly, as per Court Order of June 5, 2008, Plaintiffs by Your Affirmant, respectfully demand that Defendants immediately reimburse Plaintiffs in the amount of \$10,700.00 representative of legal fees Plaintiffs expended in connection with obtaining compliance with the prior Court Order of December 22, 2007. Plaintiffs further demand that Mr. Pergolizzi reimburse Plaintiffs in

the amount of \$10,100.00 for all fees associates pursuant to the May 13, 2008

Order from the Court of Appeals.

Dated: June 20, 2008.  
Brooklyn, NY

A handwritten signature in black ink, appearing to read 'Val Kleyman', followed by a long, horizontal, slightly wavy line that extends to the right.

VAL KLEYMAN, ESQ.  
KLEYMAN & ASSOCIATES, P.C.  
2227 86<sup>th</sup> Street,  
Brooklyn, NY 11214  
Tel: 718-234-5353

**EXHIBIT “A”**

## **ATTORNEY-CLIENT FEE CONTRACT**

This agreement is made between **KLEYMAN & ASSOCIATES, P.C.**, a professional corporation consisting of attorneys at law who practice at 2227 86 Street, 3<sup>rd</sup> Floor, Brooklyn, NY 11214, hereinafter referred to in this agreement as "attorney," and **Yevgeniy Yezerkiy** residing at **2926 West 25<sup>th</sup> Street, Brooklyn, NY 11224**, referred to in this agreement as "client," in order to set out the terms and conditions under which attorney will represent client.

### **SECTION I EFFECTIVE DATE**

This agreement shall take effect upon its execution by both parties and the payment of an initial deposit as set forth in Section V of this Agreement.

### **SECTION II SCOPE OF SERVICES**

Attorney agrees to represent client in connection with litigation in connection with RICO and Fraud claims against Y. Shvrtzman, Case # 05-cv-00207.

### **SECTION III ATTORNEY'S FEES**

**Attorney's fees will be on a strict hourly basis in accordance with the following Rate Schedule:**

#### **Hourly rates for legal personnel:**

Partners and Associates . . . . . \$400.00 per hour.

Paralegals and Law Clerks . . . . . \$100.00 per hour.

Client agrees to pay by the hour at attorney's prevailing rates as set forth in the Rate Schedule for time spent on client's matter by attorney's legal personnel. Attorney will charge client for the time attorney spends on telephone calls relating to client's case, including calls with client, opposing counsel, court personnel, or witnesses. If more than one person assigned to client's case attends a meeting, court hearing or other proceeding, each of them will charge for the time spent. Attorney will charge for waiting time in court and in such other place as necessary. Attorney will also charge for travel time.

### **SECTION IV COSTS AND EXPENSES**

a. In addition to the hourly fees set forth in Section III of this Agreement, client agrees to pay any and all costs and expenses incurred in connection with client's case including, but not limited to, costs fixed by law or assessed by courts and other agencies, court reporters' fees, overnight mail or process server's fees, messenger fees, delivery fees, and postage.

b. In the event it becomes necessary to hire expert witnesses, consultants, or investigators, attorney will not hire such persons unless client agrees to pay their fees and charges and deposits with attorney an amount sufficient to pay such fees and charges.

c. Client agrees to pay photocopying, faxing, and electronic research expenses in accordance with the following Rate Schedule:

Special Expenses:

Photocopying . . . . . \$0.15 per page.

Faxing (incoming and outgoing) . . . . . \$0.50 per page.

SECTION V  
RETAINER FEE/DEPOSIT

Client agrees to pay attorney an initial deposit of **\$20,000.00** simultaneously upon execution of this agreement. Attorney's hourly or flat fee charges will be credited against these deposits. Client authorizes attorney to use such deposits to pay the fees, costs, and other expenses incurred in connection with the subject of this agreement.

Client agrees that when 10% of the initial deposit is remaining, client will replenish the deposit in full. Attorney's charges will continue to be credited against these deposits. Client authorizes attorney to use such deposits to pay the fees, costs, and other expenses incurred in connection with the subject of this agreement.

SECTION VI  
HOURLY BILLING PRACTICES

How Bills are Figured: Hourly bills will be figured in tenths of one hour. Each tenth of an hour equals six (6) minutes.

Minimum Billings: Client understands that when attorney is in the office attorney will charge a minimum of two-tenths of one hour (12 minutes) for client's case, including telephone calls, except for reviewing and signing letters which will be billed for one-tenth of one hour (6 minutes).

Attorney will send client periodic statements of fees, costs, and expenses incurred and

any balance due attorney as reflected on said statements shall be paid within thirty (30) days of the date of said statement.

## **SECTION VII PAYMENT OF MONEY IN TRUST FOR COSTS**

Client gives the right to attorney to withdraw money from client's trust account to pay back attorney for actual costs paid by the attorney. At the end of the case, client also authorizes attorney to withdraw money from client's trust account to reimburse attorney for unpaid legal fees.

## **SECTION VIII WORK AUTHORIZATION**

VAL KLEYMAN, ESQ., shall maintain responsibility for client's case. However, Attorney has the right to bring in other lawyers to work on this case. Also, client gives the authority for all lawyers, law clerks, paralegals, legal assistants and interns who are employees or independent contractors of attorney to work on client's case.

## **SECTION IX ATTORNEY'S LIEN**

Client grants attorney a lien on all claims in which attorney represents client under this agreement. The lien shall cover any sums due and owing to attorney at the termination of attorney's services and will attach to any money or property recovered by client. Attorney shall also have a lien on client's records, money, or property in attorney's possession for any sums due and owing attorney at the termination of attorney's services.

## **SECTION X CLIENT'S DUTIES**

Client agrees to tell attorney the truth, to cooperate with attorney, to keep attorney informed of any developments that are relevant to the case, to faithfully comply with this agreement, to pay attorney's fees on time, and to keep attorney advised of client's address and telephone number and any changes of such address or telephone number.

## **SECTION XI TERMINATION AND WITHDRAWAL**

Client may terminate this agreement at any time. Attorney may withdraw from the case with client's consent or without client's consent for good cause, such as failure to comply with client's duties as provided for in Section X, refusal to pay any attorney's fees and expenses as set forth herein, or refusal to pay any increased rates for hourly rates, costs, and expenses, failure to follow attorney's advice on any matter material to client's case, or if circumstances arise that would render attorney's continuing representation unlawful or unethical.



Upon the termination of attorney's services, whether or not it is terminated by client or by attorney, all unpaid charges shall immediately become due and payable to attorney. Attorney will likewise deliver to client all records of the case and all property of client in attorney's possession, except those subject to any lien.

**PURSUANT TO PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR OF THE STATE OF NEW YORK, UNDER CERTAIN CIRCUMSTANCES, THE CLIENT HAS THE RIGHT TO SEEK ARBITRATION OF ANY FEE DISPUTE RELATED TO THIS MATTER.**

SECTION XII  
DISCLAIMER OF GUARANTEE

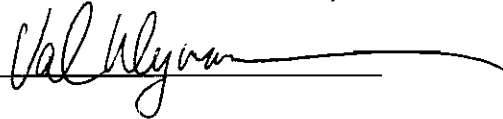
Attorney will use attorney's best efforts in representing client, but makes no promises or guarantees regarding the outcome of client's case. Attorney's comments regarding the outcome of the case are mere expressions of opinion. Neither does attorney guarantee any time frame within which client's case will be resolved.

Dated:

10/16/06

KLEYMAN & ASSOCIATES, P.C.

By:



Client represents that client has carefully read and fully understood every word in this agreement and agrees to its terms and conditions, and agrees to faithfully comply with them.

Dated:

10/16/06

  
CLIENT

**EXHIBIT “B”**

KLEYMAN & ASSOCIATES, P.C.  
2227 86th Street  
Brooklyn, NY 11214  
Tel: (718) 234-5353  
Fax: (718) 234-5885

Yevgeniy Yezerskiy  
2926 West 25th Street  
Brooklyn, NY 11224

June 20, 2008  
32-1

Matter No. 32-1  
Fed. Litigation

Fees:			Hours	Amount
10/16/06	*1*	In-Office Consultation with Client re: possible case and facts.	1.00	\$400.00
10/19/06	*1*	Telephone conference with client re: status of the case in court.	0.25	\$100.00
10/27/06	*1*	In-Office Consultation with Client re: proposed course of action on the case and settlement position.	1.00	\$400.00
11/05/06	*1*	Draft letter to Def. counsel re: settlement position and engagement. Telephone conference with S. Pergolizzi re: case status.	0.75	\$300.00
11/06/06	*1*	Draft and file Notice of Appearance	0.25	\$100.00
11/07/06	*1*	Court appearance before Judge Orenstein re: scheduling order.	2.50	\$1,000.00
11/10/06	*1*	Draft letter to Mr. Gleich, atty. for Mr. Kramers estate re: release of documents. Confirm via telephone the release of the documents and file.	0.35	\$140.00
11/15/06	*1*	Review of the file and all corresponding documents.	3.00	\$1,200.00
11/16/06	*1*	Review of the file and all corresponding documents.	4.00	\$1,600.00
11/17/06	*1*	Telephone conference with S. Pergolizzi re:	0.20	\$80.00

		outstanding discovery.		
11/20/06	*1*	Draft letter motion to compel discovery.	1.50	\$600.00
11/30/06	*1*	Telephone conference with S. Pergolizzi re: outstanding discovery and motion.	0.25	\$100.00
12/04/06	*1*	In-Office Consultation with Client re: case status and progress.	0.50	\$200.00
12/11/06	*1*	Review of docket record and case status.	0.25	\$100.00
12/11/06	*1*	Telephone conference with S. Pergolizzi re: rescheduling of conference.	0.10	\$40.00
12/14/06	*1*	Review of Def. Motion to dismiss. Legal research re: motion.	3.00	\$1,200.00
12/14/06	*1*	Review of letter by Def. re: request of decision on the motion.	0.15	\$60.00
12/15/06	*1*	Telephone conference with Client re: case status and discovery issues.	0.30	\$120.00
12/19/06	*1*	Telephone conference w/ Client re: upcoming hearing.	0.50	\$200.00
12/20/06	*1*	Court appearance before Judge Orenstein re: status conference.	3.00	\$1,200.00
12/20/06	*1*	In-person consultation w/ Client re: letter that was sent and court rulings.	0.50	\$200.00
12/21/06	*1*	Review of letter response by Def. to Pl. motion to compel discovery.	0.50	\$200.00
12/22/06	*1*	Review of Court Order re: Pl. motion to compel granted.	0.30	\$120.00
12/22/06	*1*	Telephone conference w/ Client re: Court order.	0.50	\$200.00
12/22/06	*1*	Legal Research re: Discovery and compliance.	3.25	\$1,300.00
01/04/07	*1*	Preparation for Motion Hearing on Def. Motion	3.00	\$1,200.00

		to Dismiss motion. Legal research re: RICO, discovery compliance, Lehman Act, other causes of action.		
01/05/07	*1*	Court appearance before Judge Orenstein re: Motion to compel discovery, Motion to dismiss.	3.00	\$1,200.00
01/08/07	*1*	Review of discovery responses submitted by Def. Review of Discovery documents in the file.	2.50	\$1,000.00
01/09/07	*1*	Legal Research re: Predicate Acts and RICO.	3.50	\$1,400.00
01/09/07	*1*	Draft of Memo re: RICO and predicate acts.	2.50	\$1,000.00
01/09/07	*1*	Draft of Status Report for the Court re: discovery and compliance.	0.75	\$300.00
01/09/07	*1*	Review Letter by Def. Atty. re: request of ruling on Pl. discovery demands and citing legal authority as per Court Order.	1.00	\$400.00
01/23/07	*1*	Telephone conference with Client re: case status, progress, discovery issues.	0.70	\$280.00
01/31/07	*1*	Legal Research re: Sanctions, Rule 37, Discovery compliance.	2.50	\$1,000.00
02/01/07	*1*	Draft of Motion for Sanctions.	2.30	\$920.00
02/07/07	*1*	Review of Def. Response to the Motion for Sanctions	0.50	\$200.00
02/07/07	*1*	Telephone Conference w/ Client re: Sanctions Motion and reply by Def.	0.40	\$160.00
02/20/07	*1*	Telephone conference with Law Clerk for Judge Orenstein re: status of decision on motion.	0.15	\$60.00
03/14/07	*1*	Telephone conference w/ Client re: sanctions, motion status.	0.55	\$220.00
03/15/07	*1*	Telephone conference with Law Clerk for Judge Orenstein re: status of motion.	0.10	\$40.00

03/20/07	*1*	In-Office Consultation with Client re: settlement position, pending motions, and case status.	1.00	\$400.00
03/20/07	*1*	Draft of Settlement Position letter to Court.	1.00	\$400.00
03/21/07	*1*	Telephone conference w/ S/ Pergolizzi re: Sanctions motion, settlement and compliance conference adjournment and decision on motion.	0.35	\$140.00
03/21/07	*1*	Telephone conference with Law Clerk for Judge Orenstein re: compliance conference.	0.15	\$60.00
03/22/07	*1*	Review of Court Order of 3/21/07.	0.50	\$200.00
03/28/07	*1*	Draft of Letter to Def. Counsel re: Court ordered fees and expenses in connection with sanctions.	1.00	\$400.00
04/04/07	*1*	Review of opposition letter by Def. Consultation via telephone with client regarding opposition and case activity.	0.50	\$200.00
04/05/07	*1*	Court appearance re: sanctions.	3.25	\$1,300.00
04/06/07	*1*	In-office consultation with client regarding court appearance and future of the case.	0.90	\$360.00
05/10/07	*1*	Telephone conference with client regarding case status.	0.45	\$180.00
05/17/07	*1*	Telephone conference with the court re: case progress.	0.20	\$80.00
06/01/07	*1*	Telephone conference with the court re: case status.	0.10	\$40.00
06/07/07	*1*	In-office consultation with client regarding case status and progress. Review of client's proposed letter to the court.	1.00	\$400.00
06/08/07	*1*	Draft of letter to the court re: case progress.	0.50	\$200.00
07/11/07	*1*	Telephone conference w/court re: progress.	0.10	\$40.00
07/24/07	*1*	Telephone conference w/client re: case progress.	0.25	\$100.00

08/24/07	*1*	Review of the court's decision. Consultation re decision with teh client.	1.35	\$540.00
09/28/07	*1*	Review of court's order and conference with the client.	0.65	\$260.00
10/03/07	*1*	Review of documents re: damages	1.80	\$720.00
10/09/07	*1*	In-office conference w/client re: damages	1.00	\$400.00
10/11/07	*1*	Draft damages report.	0.50	\$200.00
10/29/07	*1*	Telephone Conference with client re. the notice of appeal filed by Def. Counsel.	0.55	\$220.00
11/06/07	*1*	Review of Notice of Appeal and Motion to Withdraw filed by Def. Counsel	0.25	\$100.00
11/07/07	*1*	Legal Research re. Appeal	3.75	\$1,500.00
11/07/07	*1*	Draft of opposition to Def. Counsel's motion to withdraw	5.00	\$2,000.00
11/09/07	*1*	In-Office consulkatation with Client re. Appeal.	1.00	\$400.00
01/04/08	*1*	Legal Research for the Opposition to the Appeal.	3.50	\$1,400.00
01/07/08	*1*	Draft of Opposition to Appeal	4.20	\$1,680.00
01/08/08	*1*	Draft of Opposition to Appeal	2.50	\$1,000.00
01/10/08	*1*	Conference at the Court of Appeals with travel time (1hour each way)	5.20	\$2,080.00
01/11/08	*1*	Telephone conference w/ Client re. conference held.	0.35	\$140.00
01/24/08	*1*	Telephone Conference with Client re. status of appeal.	0.30	\$120.00
02/06/08	*1*	Telephone conference w/ Client re. status of appeal.	0.15	\$60.00
02/28/08	*1*	Telephone conference w/client re. status of	0.25	\$100.00

appeal.

03/13/08	*1*	Telephone conference w/ Client re. status of appeal.	0.20	\$80.00
04/24/08	*1*	Telephone conference w/ Client.	0.20	\$80.00
05/22/08	*1*	Telephone conference w/ Client re. decision of Appeal.	0.50	\$200.00
06/05/08	*1*	Conference in Court re. further case progress.	2.75	\$1,100.00
		Hours:	98.55	
		Total fees:		\$39,420.00

**Expenses:**

11/13/06	*1*	Messenger to pick up the file from Mr. Gleich		\$100.00
		Total expenses:		\$100.00

**Retainer:**

11/24/06				\$10,000.00
01/18/07				\$10,000.00
		Total retainer received:		\$20,000.00

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**Billing Summary**

Previous balance	\$0.00
Payments & adjustments	0.00
Current fees & expenses	39,520.00
Retainer applied	20,000.00 CR
<b>Total now due</b>	<b>\$19,520.00</b>
Due date for new charges	07/15/08
Retainer balance	\$0.00



**Charges To Date**

Fees	\$39,420.00
Expenses	100.00
Total	\$39,520.00
Payments	\$20,000.00 CR

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

-----  
3801 BEACH CHANNEL, INC. et al.

Plaintiff(s),

-against-

YAKOV SHVARTZMAN, et al.

Defendant(s),  
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Docket No.: 05 cv 207

(CBA)

**AFFIDAVIT OF  
MAILING**

STATE OF NEW YORK)

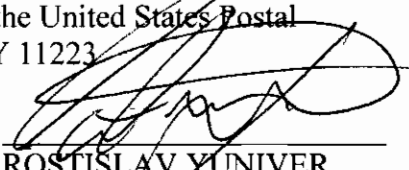
) ss:

COUNTY OF KINGS )

ROSTISLAV YUNIVER, being duly sworn, deposes and says:

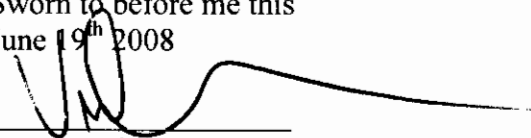
I am not a party to the action, and am over 18 years of age.

On JUNE 19<sup>TH</sup>, 2008, I served Defendant ALEXANDER IORSH a true and correct copy of the Statement Concerning costs and fees pursuant to relevant sanctions; via First Class Mail, by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service to 425 NEPTUNE AVENUE APT 5e Brooklyn, NY 11223.

  
\_\_\_\_\_  
ROSTISLAV YUNIVER  
Process Server Lic#:1270777

Sworn to before me this

June 19<sup>th</sup> 2008

  
\_\_\_\_\_  
Notary Public

VAL KLEYMAN  
Notary Public, State of New York  
No. 02KL6115485  
Qualified in Kings County  
Commission Expires 9/7/2008

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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3801 BEACH CHANNEL, INC. et al.

Plaintiff(s),

-against-

YAKOV SHVARTZMAN, et al.

Defendant(s),  
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(CBA)

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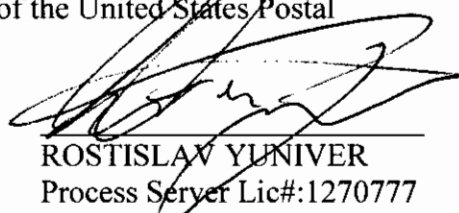
) ss:

COUNTY OF KINGS )

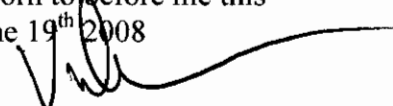
ROSTISLAV YUNIVER, being duly sworn, deposes and says:

I am not a party to the action, and am over 18 years of age.

On JUNE 19<sup>TH</sup>, 2008, I served Defendant ALEXANDER HERMAN a true and correct copy of the Statement Concerning costs and fees pursuant to relevant sanctions; via First Class Mail, by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service to 911 AVENUE U BROOKLYN, NY 11223

  
ROSTISLAV YUNIVER  
Process Server Lic#:1270777

Sworn to before me this  
June 19<sup>th</sup> 2008

  
\_\_\_\_\_  
Notary Public

VAL KLEYMAN  
Notary Public, State of New York  
No. 02KL6115485  
Qualified in Kings County  
Commission Expires 9/7/2008

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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3801 BEACH CHANNEL, INC. et al.

Plaintiff(s),

-against-

YAKOV SHVARTZMAN, et al.

Defendant(s),  
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**AFFIDAVIT OF  
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STATE OF NEW YORK)

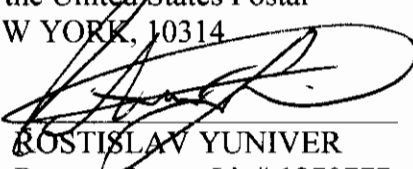
) ss:

COUNTY OF KINGS )

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ROSTISLAV YUNIVER  
Process Server Lic#:1270777

Sworn to before me this  
June 19<sup>th</sup> 2008

  
\_\_\_\_\_  
Notary Public

VAL KLEYMAN  
Notary Public, State of New York  
No. 02KL6115485  
Qualified in Kings County  
Commission Expires 9/7/2008

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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3801 BEACH CHANNEL, INC. et al.

Plaintiff(s),

-against-

YAKOV SHVARTZMAN, et al.

Defendant(s),  
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Docket No.: 05 cv 207  
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**AFFIDAVIT OF  
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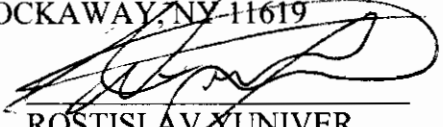
) ss:

COUNTY OF KINGS )

ROSTISLAV YUNIVER, being duly sworn, deposes and says:

I am not a party to the action, and am over 18 years of age.

On JUNE 19<sup>TH</sup>, 2008, I served Defendant BEACH CHANNEL SERVICE a true and correct copy of the Statement Concerning costs and fees pursuant to relevant sanctions; via First Class Mail, by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service to 3801 15 BEACH CHANNEL DRIVE, FAR ROCKAWAY, NY 11619

  
\_\_\_\_\_  
ROSTISLAV YUNIVER  
Process Server Lic#:1270777

Sworn to before me this  
June 19<sup>th</sup> 2008

  
\_\_\_\_\_  
Notary Public

VAL KLEYMAN  
Notary Public, State of New York  
No. 02KL6115485  
Qualified in Kings County  
Commission Expires 9/7/2008

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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3801 BEACH CHANNEL, INC. et al.

Plaintiff(s),

-against-

YAKOV SHVARTZMAN, et al.

Defendant(s),  
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Docket No.: 05 cv 207

(CBA)

**AFFIDAVIT OF  
MAILING**

STATE OF NEW YORK)

) ss:

COUNTY OF KINGS )

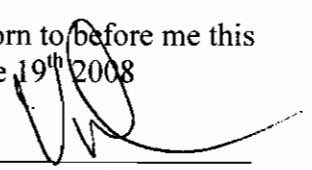
ROSTISLAV YUNIVER, being duly sworn, deposes and says:

I am not a party to the action, and am over 18 years of age.

On JUNE 19<sup>TH</sup>, 2008, I served Defendant STEPHEN PERGOLIZI ESQ ATTORNEYS FOR THE DEFENDANT a true and correct copy of the Statement Concerning costs and fees pursuant to relevant sanctions; via First Class Mail, by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service to 911 AVENUE U BROOKLYN, NY 11223

  
\_\_\_\_\_  
ROSTISLAV YUNIVER  
Process Server Lic#:1270777

Sworn to before me this  
June 19<sup>th</sup> 2008

  
\_\_\_\_\_  
Notary Public

VAL KLEYMAN  
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